

| ORDER FOR SUPPLIES OR SERVICES  |  |   |   |  |  |  |   |   |  | PAGE 1 OF 19  |  |  |
|---|--|---|---|--|--|--|---|---|--|---|--|--|
| 1. CONTRACT PURCH ORDER/AGREEMENT NO.<br>W56HZV-04-P-0314   |  |   | 2. DELIVERY ORDER/CALL NO.                                |  | 3. DATE OF ORDER/CALL (YYYYMMDD)<br>2004JAN06  |  | 4. REQUISITION/PURCH REQUEST NO.<br>SEE SCHEDULE              |   | 5. PRIORITY<br>DOA4  |   |  |  |
| 6. ISSUED BY<br>TACOM WARREN BLDG 231<br>AMSTA-LC-CHAC<br>ROBERT HUMANN (586)574-6440<br>WARREN, MICHIGAN 48397-5000<br>EMAIL: HUMANNB@TACOM.ARMY.MIL<br>HTTP://CONTRACTING.TACOM.ARMY.MIL  |  |   | CODE W56HZV   |  | 7. ADMINISTERED BY (If other than 6)<br>DCMA SAN ANTONIO<br>615 EAST HOUSTON STREET<br>P.O. BOX 1040<br>SAN ANTONIO TX 78294-1040<br>SCD: C PAS: NONE ADP PT: HQ0339 |  |   | CODE S4404A   |  | 8. DELIVERY FOB<br><input type="checkbox"/> DESTINATION<br><input checked="" type="checkbox"/> OTHER (See Schedule if other)                              |  |  |
| 9. CONTRACTOR<br>NORTH AMERICAN TRADE<br>13901 HWY 105 W<br>CONROE, TX. 77304-5703<br>NAME AND ADDRESS<br>TYPE BUSINESS: Other Small Business Performing in U.S.  |  |   | CODE 9X121  |  | FACILITY   |  | 10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD)<br>SEE SCHEDULE |   |  | 11. X IF BUSINESS IS<br><input checked="" type="checkbox"/> SMALL<br><input type="checkbox"/> SMALL DISADVANTAGED<br><input type="checkbox"/> WOMAN-OWNED |  |  |
| 12. DISCOUNT TERMS<br>0.25% 10 Days<br>Net 30 Days  |  |   | 13. MAIL INVOICES TO THE ADDRESS IN BLOCK<br>See Block 15 |  |  | 14. SHIP TO<br>SEE SCHEDULE  |   |   | 15. PAYMENT WILL BE MADE BY<br>DFAS - COLUMBUS CENTER<br>DFAS-CO/WEST ENTITLEMENT OPERATIONS<br>P.O. BOX 182381<br>COLUMBUS, OH 43218-2381 |   | MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2 |  |
| 16. TYPE OF ORDER   |  | DELIVERY/ CALL  |   | THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT.   |  |  |   |   |  |   |  |  |
| PURCHASE  |  | X   |   | Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation W56HZV04Q0073, Dated 2003DEC05.<br>MR. GEORGE HOEPNER furnish the following on terms specified herein. |  |  |   |   |  |   |  |  |
| ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.   |  |   |   |  |  |  |   |   |  |   |  |  |
| <div style="display: flex; justify-content: space-between;"> <div>NAME OF CONTRACTOR</div> <div>SIGNATURE</div> <div>TYPED NAME AND TITLE</div> <div>DATE SIGNED (YYYYMMDD)</div> </div> <input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: |  |   |   |  |  |  |   |   |  |   |  |  |
| 17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE<br>SEE SCHEDULE   |  |   |   |  |  |  |   |   |  |   |  |  |
| 18. ITEM NO.  |  | 19. SCHEDULE OF SUPPLIES/SERVICE  |   |  |  | 20. QUANTITY ORDERED/ ACCEPTED*  |   | 21. UNIT  | 22. UNIT PRICE   |   | 23. AMOUNT   |  |
|   |  | SEE SCHEDULE<br>CONTRACT TYPE:<br>Firm-Fixed-Price<br><br>KIND OF CONTRACT:<br>Supply Contracts and Priced Orders |   |  |  |  |   |   |  |   |  |  |
| * If quantity accepted by the Government is same as quantity ordered, indicate by X.<br>If different, enter actual quantity accepted below quantity ordered and encircle.   |  |   |   |  | 24. UNITED STATES OF AMERICA<br>MARIE T. GAPINSKI /SIGNED/<br>GAPINSKM@TACOM.ARMY.MIL (586)574-5333<br>BY: CONTRACTING/ORDERING OFFICER                              |  |   |   |  | 25. TOTAL \$23,280.00   |  |  |
| 27a. QUANTITY IN COLUMN 20 HAS BEEN<br><input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO CONTRACT EXCEPT AS NOTED   |  |   |   |  |  |  |   |   |  |   |  |  |
| b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE  |  |   |   |  |  | c. DATE (YYYYMMDD)   |   | d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE |  |   |  |  |
| e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE  |  |   |   |  |  | 28. SHIP. NO.  |   | 29. D.O. VOUCHER NO.  |  | 30. INITIALS  |  |  |
| f. TELEPHONE NUMBER   |  | g. E-MAIL ADDRESS   |   |  |  | 31. PAYMENT<br><input type="checkbox"/> PARTIAL<br><input type="checkbox"/> FINAL                                      |   | 32. PAID BY   |  | 33. AMOUNT VERIFIED CORRECT FOR   |  |  |
| 36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.   |  |   |   |  |  | 31. PAYMENT<br><input type="checkbox"/> COMPLETE<br><input type="checkbox"/> PARTIAL<br><input type="checkbox"/> FINAL |   |   |  | 34. CHECK NUMBER  |  |  |
| a. DATE (YYYYMMDD)  |  | b. SIGNATURE AND TITLE OF CERTIFYING OFFICER  |   |  |  |  |   |   |  | 35. BILL OF LADING NO.  |  |  |
| 37. RECEIVED AT   |  | 38. RECEIVED BY (Print)   |   | 39. DATE RECEIVED (YYYYMMDD)   |  | 40. TOTAL CONTAINERS   |   | 41. S/R ACCOUNT NUMBER  |  | 42. S/R VOUCHER NO.   |  |  |

|  |   |                            |
|--|---|----------------------------|
| <b>CONTINUATION SHEET</b>                                  | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W56HZV-04-P-0314<br><b>MOD/AMD</b> | <b>Page</b> 2 <b>of</b> 19 |
| <b>Name of Offeror or Contractor:</b> NORTH AMERICAN TRADE |   |                            |

SUPPLEMENTAL INFORMATION

|   | <u>Regulatory Cite</u> | <u>Title</u>                        | <u>Date</u> |
|---|------------------------|-------------------------------------|-------------|
| 1 | 52.204-4016<br>(TACOM) | TACOM-WARREN ELECTRONIC CONTRACTING | JUL/2003    |

(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <http://contracting.tacom.army.mil/userguide.htm> and <http://contracting.tacom.army.mil/ebidnotice.htm> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987)of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil)

(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <http://www.ecrc.ctc.com>

[End of Clause]

Name of Offeror or Contractor: NORTH AMERICAN TRADE

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE     | AMOUNT       |
|---------|---|----------|------|----------------|--------------|
| 0001    | SUPPLIES OR SERVICES AND PRICES/COSTS<br><br>NSN: 2530-01-312-4765<br>FSCM: 78500<br>PART NR: TN4670-QH-2704<br>SECURITY CLASS: Unclassified<br><br>Bids must be based on Meritor Heavy<br>Vehicle Systems part number.<br><br>(End of narrative A001)  |          |      |                |              |
| 0001AA  | <u>PRODUCTION QUANTITY</u><br><br>NOUN: AXLE,VEHICULAR,NOND<br>PRON: EH387136EH PRON AMD: 01 ACRN: AA<br>AMS CD: 060011<br><br><u>Packaging and Marking</u><br>PACKAGING/PACKING/SPECIFICATIONS:<br>PACKAGING REQUIREMENT 52-211-4514<br>UNIT PACK: EA INTERMEDIATE PACK: 01<br>LEVEL PRESERVATION: Military<br>LEVEL PACKING: A<br><br>ALL EXTERIOR PACKS AND CONTAINERS SHALL BE LEGIBLY<br>AND DURABLY MARKED IN ACCORDANCE WITH MIL-STD-129,<br>AND BAR CODE MARKINGS SHALL BE APPLIED IN ACCORDANCE<br>WITH MIL-STD-129.<br><br>(End of narrative D001)<br><br><u>Inspection and Acceptance</u><br>INSPECTION: Origin ACCEPTANCE: Origin<br><br><u>Deliveries or Performance</u><br>DOC SUPPL<br><u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u><br>001 W56HZV32323032 W25G1U J 2<br><u>DEL REL CD QUANTITY DAYS AFTER AWARD</u><br>001 20 0070<br><br>FOB POINT: Origin<br><br>SHIP TO: <u>FREIGHT ADDRESS</u><br>(W25G1U) XU TRANSPORTATION OFFICER<br>DDSP NEW CUMBERLAND FACILITY<br>BUILDING MISSION DOOR 113 134<br>NEW CUMBERLAND PA 17070-5001 | 20       | EA   | \$ 1,164.00000 | \$ 23,280.00 |



Name of Offeror or Contractor: NORTH AMERICAN TRADE

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE     | AMOUNT       |
|---------|--|----------|------|----------------|--------------|
| 0002    | FSCM: 78500<br>PART NR: TN4670-QH-2704<br>SECURITY CLASS: Unclassified   |          |      |                |              |
| 0002AA  | <p><u>OPTION QUANTITIES</u></p> <p>NOUN: AXLE,VEHICLE,NONDRIVE</p> <p>OPTION QUANTITY, PURSUANT TO SECTION H OR I CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM</p> <p>The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u><br/>PACKAGING/PACKING/SPECIFICATIONS:<br/>PACKAGING SPECS 52-211-4514<br/>UNIT PACK: EA INTERMEDIATE PACK: 01<br/>LEVEL PRESERVATION: Military<br/>LEVEL PACKING: A</p> <p>ALL EXTERIOR PACKS AND CONTAINERS SHALL BE LEGIBLY AND DURABLY MARKED IN ACCORDANCE WITH MIL-STD-129, AND BAR CODE MARKINGS SHALL BE APPLIED IN ACCORDANCE WITH MIL-STD-129.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u><br/>DOC SUPPL<br/>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD<br/>001<br/>DEL REL CD QUANTITY DEL DATE<br/>001 40 UNDEFINITIZED</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u></p> | 40       | EA   | \$ 1,161.00000 | \$ 46,440.00 |

Name of Offeror or Contractor: NORTH AMERICAN TRADE

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
|         | (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.<br><br><u>CONTRACT/DELIVERY ORDER NUMBER</u><br>W56HZV-04-P-0314/0000 |          |      |            |        |

Name of Offeror or Contractor: NORTH AMERICAN TRADE

CONTRACT ADMINISTRATION DATA

| PRON/       |                      |             |                                  |                                  |           |      |        |        |               | JOB            |               |           |           |           |
|-------------|----------------------|-------------|----------------------------------|----------------------------------|-----------|------|--------|--------|---------------|----------------|---------------|-----------|-----------|-----------|
| LINE        | AMS                  | CD/         | OBLG                             |                                  |           |      |        |        |               | ORDER          | ACCOUNTING    |           | OBLIGATED |           |
| <u>ITEM</u> | <u>MIPR</u>          | <u>ACRN</u> | <u>STAT</u>                      | <u>ACCOUNTING CLASSIFICATION</u> |           |      |        |        | <u>NUMBER</u> | <u>STATION</u> | <u>AMOUNT</u> |           |           |           |
| 0001AA      | EH387136EH           | AA          | 2                                | 97                               | X4930AC9D | 6D   | 26KB   | S20113 |               | W56HZV         | \$            | 23,280.00 |           |           |
| 060011      |                      |             |                                  |                                  |           |      |        |        |               |                |               |           |           |           |
|             |                      |             |                                  |                                  |           |      |        |        |               |                |               | TOTAL     | \$        | 23,280.00 |
| SERVICE     |                      |             |                                  |                                  |           |      |        |        |               | ACCOUNTING     |               | OBLIGATED |           |           |
| <u>NAME</u> | <u>TOTAL BY ACRN</u> |             | <u>ACCOUNTING CLASSIFICATION</u> |                                  |           |      |        |        |               | <u>STATION</u> | <u>AMOUNT</u> |           |           |           |
| Army        | AA                   |             | 97                               | X4930AC9D                        | 6D        | 26KB | S20113 |        |               | W56HZV         | \$            | 23,280.00 |           |           |
|             |                      |             |                                  |                                  |           |      |        |        |               |                |               | TOTAL     | \$        | 23,280.00 |

| CONTINUATION SHEET                                  | Reference No. of Document Being Continued<br>PIIN/SIIN W56HZV-04-P-0314 MOD/AMD | Page 8 of 19 |
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CONTRACT CLAUSES

|    |                     |   |          |
|----|---------------------|---|----------|
| 2  | 52.211-5            | MATERIAL REQUIREMENTS   | AUG/2000 |
| 3  | 52.219-6            | NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE  | JUN/2003 |
| 4  | 52.222-21           | PROHIBITION OF SEGREGATED FACILITIES  | FEB/1999 |
| 5  | 52.225-13           | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES   | JUN/2003 |
| 6  | 52.232-33           | PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION   | OCT/2003 |
| 7  | 52.242-10           | F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE  | APR/1984 |
| 8  | 52.246-2            | INSPECTION OF SUPPLIES--FIXED PRICE   | AUG/1996 |
| 9  | 52.247-1            | COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in paragraph (a) of the clause applies in this contract.` The agency name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND | APR/1984 |
| 10 | 52.247-29           | F.O.B. ORIGIN   | JUN/1988 |
| 11 | 52.247-59           | F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS   | APR/1984 |
| 12 | 52.247-65           | F.O.B. ORIGIN - PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS   | JAN/1991 |
| 13 | 252.211-7005        | SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS  | FEB/2003 |
| 14 | 252.225-7016        | RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (Alternate I dated Dec 2000)   | DEC/2000 |
| 15 | 52.204-4006 (TACOM) | INCORPORATION OF TACOM MASTER SOLICITATION FOR SIMPLIFIED ACQUISITIONS AND DESIGNATION OF F.O.B. POINT  | MAY/2000 |

(a) This Request for Quotation (RFQ) or Purchase Order (PO) incorporates by reference TACOM-Warren's Master Solicitation for Simplified Acquisitions with the same force and effect as though the clauses and provisions it contains were physically incorporated into this document. The version in effect at time of award is the version that applies to your purchase order.

(b) The TACOM-Warren Master Solicitation for Simplified Acquisitions is available on our Electronic Contracting web page, which you can reach using the following URL address: <http://contracting.tacom.army.mil/opportunity.htm>

(c) The clauses and provisions in Section I of the Master Solicitation apply to all TACOM-Warren RFQs and Purchase Orders that contain this clause. The clauses contained in Section II of the Master Solicitation applies in addition to those in Section I when the RFQ or PO specifies F.O.B. Origin.

(d) We hereby specify that the required F.O.B. point for this acquisition is origin.

(e) We will keep the Master Solicitation identified in this clause available on our Electronic Contracting web page during the entire period of performance of the purchase order. If the current Master Solicitation later is revised to incorporate a change in any of the clauses, the version specified in this clause will be retained, intact, in an archive area on our web page for continued reference and use.

[End of Clause]

|    |             |   |          |
|----|-------------|---|----------|
| 16 | 52.211-4514 | PACKAGING REQUIREMENTS (SPECIFICATIONS/STANDARDS) | SEP/2003 |
|----|-------------|---|----------|

(a) The preservation, packing, and marking requirements for this contract/order shall be accomplished in accordance with the requirements in the specification/standard defined below.

(b) The following requirements shall apply:

- (1) LEVEL OF PRESERVATION: Military
- (2) LEVEL OF PACKING: A
- (3) QUANTITY PER UNIT PACKAGE: 001
- (4) SPECIFICATION/STANDARD: MIL-STD-2073-1D

(c) The specification/standard cited is intended to give a clear and accurate description of the technical packaging requirements for the item being procured, including the procedure by which it can be determined that the requirements have been met. Specific instructions and/or tailoring of the specification/standard is detailed in the supplemental instructions below. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing and without affecting the serviceability of the item will be considered and responded to within 10 days of submission to PCO with copies to the ACO. The government reserves the right to require testing to validate alternate industrial preservation methods, materials, blocking,



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| <b>CONTINUATION SHEET</b>                                  | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W56HZV-04-P-0314 <b>MOD/AMD</b> | <b>Page</b> 9 <b>of</b> 19 |
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bracing, cushioning, and packing.

- (d) Marking:
- (1) In addition to any special markings called out by the specification/standard above, all unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, Dated 15 Dec. 2002, including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract/order or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.
- (2) Contractors and vendors shall apply identification and address markings with bar codes in accordance with this standard. For shipments moving to overseas locations and for mobile deployable units, the in-the-clear address must also include the host country geographic address and the APO/FPO address. A Military Shipment Label (MSL) is required for all shipments except contractor to contractor. The MSL will include both linear and 2D bar codes per the standard. DVD shipment documentation must also be marked with additional bar codes. The DD Form 250 or the commercial packing list shall have additional issue/receipt bar coding applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DLA Distribution Depots, e.g. New Cumberland, San Joaquin, Red River, Anniston). . Packing lists are required in accordance with the Standard, see paragraph 5.3
- (3) Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor and TO: name and address of consignee".
- (4) Military Shipping Label: Military Shipment Labels(MSLs) may be created using commercially available programs. These commercial programs can generate a MIL-STD-129 and Defense Transportation Regulation compliant MSLs and package labels. For example, the EasyForm MSL at <http://www.easysoftcorp.com/products/Software/MSL.html>. Insure that the ship to and mark for in-the-clear delivery address is complete including: consignees name, organization, department name, office, building, room, street address, city, state, country code, & DODAAC.
- (e) Heat Treatment and Marking of Wood Packaging Materials: Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.
- (f) Hazardous Materials(As applicable):
- (1) Hazardous Materials is defined as a substance, or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)
- (2) When applicable, packaging and marking for hazardous material shall comply with the requirements herein for the mode of transport and the applicable performance packaging contained in the following documents:
- International Air Transport Association (IATA) Dangerous Goods Regulations
  - International Maritime Dangerous Goods Code (IMDG)
  - Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49
  - Joint Service Regulation AFJMAN24-204/TM38-250/NAVSUPPUB 505/MCO P4030.19/DLAM 4145.3 (for military air shipments).
- (3) If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.
- A Product Material Safety Data Sheets (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.
- (g) SUPPLEMENTAL INSTRUCTIONS: not available

[End of Clause]



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ADDITIONAL REQUIREMENTS (TACOM) (NOV 1983)

(a) The Certificate of Conformance shall be executed by an official authorized to sign the contract.

(b) In addition to the required distribution of the Certificate(s) as set forth in FAR 52.246-15, the Contractor shall distribute an additional copy of each Certificate to the Procuring Contracting Officer.

[End of Requirements]

20 52.247-60 GUARANTEED SHIPPING CHARACTERISTICS DEC/1989

(a) The offeror is requested to complete subparagraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

- (i) Type of "Outer" container: Wood Box ☒, Fiber Box ☐, Barrel ☐, Reel ☐, Drum ☐, Other (Specify) \_\_\_\_\_
- (ii) Shipping configuration: Knocked-down ☐, Set-up ☒, Nested ☐, Other (specify) \_\_\_\_\_;
- (iii) Size of outer container: 90 inches (Length), x 22 inches (Width), x 26 inches (Height)  
= 30 Cubic FT;
- (iv) Number of items per outer container 1 Each;
- (v) Gross weight of outer container and contents @710 LBS
- (vi) Palletized/skidded ☒ Yes ☐ No;
- (vii) Number of outer containers per pallet/skid 1;
- (viii) Weight of empty pallet bottom/skid and sides 0 LBS;
- (ix) Size of pallet/skid and contents X LBS Cube X;
- (x) Number of outer containers or pallets/skids per railcar N.A. \* --  
Size of railcar NA  
Type of railcar NA
- (xi) Number of outer containers or pallets/skids per trailer ALL \*--  
Size of trailer \_\_\_\_\_  
Type of trailer \_\_\_\_\_

Each axle in its own skidded, wooden box.

\*Number of complete units (contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

- (i) Rate used in evaluation \_\_\_\_\_;
- (ii) Tender/Tariff \_\_\_\_\_;

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(iii) Item \_\_\_\_\_;

The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

[End of Clause]

21            252.225-7036,      BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION      APR/2003  
                 ALT I            ACT--BALANCE OF PAYMENTS PROGRAM, Alternate I dated April 2003

(a) Definitions. As used in this clause-

- (1) "Component" means an article, material, or supply incorporated directly into an end product.
- (2) "Domestic end product" means-
  - (i) An unmanufactured end product that has been mined or produced in the United States; or
  - (ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components includes transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate is issued). Scrap generated, collected, and prepared for processing in the United States is considered domestic. A component is considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind for which the Government has determined that-
    - (A) Sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or
    - (B) It is inconsistent with the public interest to apply the restrictions of the Buy American Act.
- (3) "End product" means those articles, materials, and supplies to be acquired under this contract for public use.
- (4) "Foreign end product" means an end product other than a domestic end product.
- (5) "North American Free Trade Agreement (NAFTA) country" means Canada or Mexico.
- (6) "Canadian end product," means an article that-
  - (i) Is wholly the growth, product, or manufacture of Canada; or
  - (ii) In the case of an article that consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in Canada into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.
- (7) "Qualifying country" means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.
- (8) "Qualifying country component" means a component mined, produced, or manufactured in a qualifying country.
- (9) "Qualifying country end product" means-
  - (i) An unmanufactured end product mined or produced in a qualifying country; or
  - (ii) An end product manufactured in a qualifying country if the cost of the following types of components exceeds 50 percent of the cost of all its components:
    - (A) Components mined, produced, or manufactured in a qualifying country.
    - (B) Components mined, produced, or manufactured in the United States.
    - (C) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States.
- (10) "United States" means the United States, its possessions, Puerto Rico, and any other place subject to its jurisdiction, but does not include leased bases or trust territories.

(b) This clause implements the Buy American Act (41 U.S.C. Section 10a-d), the Balance of Payments Program, and the North American Free Trade Agreement Implementation Act of 1993 (19 U.S.C. 3301 note). Unless otherwise specified, this clause applies to all items in the Schedule.

(c) The Contractor shall deliver under this contract only domestic end products unless, in its offer, it specified delivery of qualifying country, Canadian, or other foreign end products in the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program Certificate provision of the solicitation. If the Contractor certified in its offer that it will deliver a qualifying country end product or a Canadian end product, the Contractor shall deliver a qualifying country end product, a Canadian end product, or, at the Contractor's option, a domestic end product.

(d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.

(End of clause)

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22                      252.225-7037                      DUTY-FREE ENTRY--ELIGIBLE END PRODUCTS                      MAR/1998

(a) Definition. "Eligible end product," as used in this clause, means-

(1) "Designated country end product," "Caribbean Basin country end product," or "NAFTA country end product," as defined in the Trade Agreements clause of this contract;

(2) "NAFTA country end product," as defined in the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause of this contract; or

(3) "Canadian end product," as defined in Alternate I of the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause of this contract.

(b) The requirements of this clause apply to this contract and subcontracts, including purchase orders, that involve delivery of eligible end products to be accorded duty-free entry whether placed-

(1) Directly with a foreign concern as a prime contract; or

(2) As a subcontract or purchase order under a contract with a domestic concern.

(c) Except as otherwise approved by the Contracting Officer, no amount is or will be included in the contract price for duty for eligible end products.

(d) The Contractor warrants that-

(1) All eligible end products, for which duty-free entry is to be claimed under this clause, are intended to be delivered to the Government; and

(2) The Contractor will pay any applicable duty to the extent that such eligible end products, or any portion thereof (if not scrap or salvage) are diverted to nongovernmental use, other than as a result of a competitive sale made, directed, or authorized by the Contracting Officer.

(e) The Government agrees to execute duty-free entry certificates and to afford such assistance as appropriate to obtain the duty-free entry of eligible end products for which the shipping documents bear the notation specified in paragraph (f) of this clause, except as the Contractor may otherwise agree.

(f) All shipping documents submitted to Customs, covering eligible end products for which duty-free entry certificates are to be issued under this clause, shall-

(1) Consign the shipments to the appropriate-

(i) Military department in care of the Contractor, including the Contractor's delivery address; or

(ii) Military installation; and

(2) Include the following information-

(i) Prime contract number, and delivery order if applicable;

(ii) Number of the subcontract/purchase order for foreign supplies if applicable;

(iii) Identification of carrier;

(iv)

(A) For direct shipments to a U.S. military installation, the notation: UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE Duty-Free Entry to be claimed pursuant to Section XXII, Chapter 98, Subchapter VIII, Item 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at the appropriate port of entry, District Director of Customs, please release shipment under 19 CFR part 142, and notify Commander, Defense Contract Management Command (DCMC) New York, ATTN: Customs Team, DCMDN-GNIC, 207 New York Avenue, Staten Island, New York 10305-5013, for execution of Customs

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Forms 7501, 7501A, or 7506 and any required duty-free entry certificates.

(B) In cases where the shipment will be consigned to other than a military installation, e.g., a domestic contractor's plant, the shipping document notation shall be altered to insert the name and address of the contractor, agent or broker who will notify Commander, DCMC, NY, for execution of the duty-free certificate. (Note: In those instances where the shipment will be consigned to a contractor's plant and no duty-free entry certificate is required, the contractor or its agent shall claim duty-free entry under NAFTA or other trade agreement and shall comply with the U.S. Customs Service requirements. No notification to Commander, DCMC, NY, is required.

(v) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight);

(vi) Estimated value in U.S. dollars; and

(vii) Activity Address Number of the contract administration office actually administering the prime contract, e.g., for DCMC Dayton, S3605A.

(g) Preparation of customs forms.

(1) Except for shipments consigned to a military installation, the Contractor shall prepare, or authorize an agent to prepare, any customs forms required for the entry of eligible end products in connection with DoD contracts into the United States, its possessions, or Puerto Rico. The completed customs forms shall be submitted to the District Director of Customs with a copy to DCMC NY for execution of any required duty-free entry certificates. Shipments consigned directly to a military installation will be released in accordance with 10.101 and 10.102 of the U.S. Customs regulations.

(2) For shipments containing both supplies that are to be accorded duty-free entry and supplies that are not, the Contractor shall identify on the customs forms those items that are eligible for duty-free entry.

(h) The Contractor agrees-

(1) To prepare (if this contract is placed directly with a foreign supplier), or to instruct the foreign supplier to prepare, a sufficient number of copies of the bill of lading (or other shipping document) so that at least two of the copies accompanying the shipment will be available for use by the District Director of Customs at the port of entry;

(2) To consign the shipment as specified in paragraph (f) of this clause; and

(3) To mark the exterior of all package as follows:

(i) "UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE;" and

(ii) The activity address number of the contract administration office actually administering the prime contract.

(i) The Contractor agrees to notify the Contracting Officer administering the prime contract in writing of any purchase under the contract of eligible end products to be accorded duty-free entry that are to be imported into the United States for delivery to the Government or for incorporation in end items to be delivered to the Government. The notice shall be furnished to the contract administration office immediately upon award to the supplier of the eligible end products. The notice shall contain-

(1) Prime contractor's name, address, and CAGE code;

(2) Prime contract number, and delivery order number if applicable;

(3) Total dollar value of the prime contract or delivery order;

(4) Expiration date of the prime contract or delivery order;

(5) Foreign supplier's name and address;

(6) Number of the subcontract/purchase order for eligible end products;

(7) Total dollar value of the subcontract for eligible end products;

(8) Expiration date of the subcontract for eligible end products;

(9) List of items purchased;

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(10) An agreement by the Contractor that any applicable duty shall be paid by the Contractor to the extent that such eligible end products are diverted to nongovernmental use other than as a result of a competitive sale made, directed, or authorized by the Contracting Officer; and

(11) The scheduled delivery date(s).

[End of Clause]

23                      252.247-7023                      TRANSPORTATION OF SUPPLIES BY SEA (Alternate III dated May 2002)                      MAY/2002

(a) Definitions. As used in this clause--

(1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.

(4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted

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after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f) in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

[End of Clause]

24                    52.204-4005                    REQUIRED USE OF ELECTRONIC CONTRACTING                    DEC/2002  
(TACOM)

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:



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Warren: [http://contracting.tacom.army.mil/awards\\_official.htm](http://contracting.tacom.army.mil/awards_official.htm)  
Rock Island: <http://aais.ria.army.mil/AAIS/AWDINFO/index.htm>  
Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>  
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>  
Anniston Army Depot: <http://www.anadprocnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

- (1) Microsoft\* 97 Office Products (TACOM can currently read OFFICE 97\* and lower.): Word, Excel, Powerpoint, or Access
- (2) 100 OR 250 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM
- (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).

(4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to [amsta-idg@tacom.army.mil](mailto:amsta-idg@tacom.army.mil), to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil) or by calling (586) 574-7059.

[End of Clause]

25            52.204-4009            MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION            JUN/1999  
                 (TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

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26            52.211-4047            NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL            APR/2000  
                  (TACOM)                    (NEGOTIATED)

(a) We intend to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.

(b) Definitions:

(1) "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

(2) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.

(3) "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(4) "Remanufactured" means factory rebuilt to original specifications.

(5) "Virgin material" means previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials

(6) "Residual Inventory" means inventory from a transferred or terminated Government or commercial contract.

(c) Used, reconditioned, remanufactured supplies, unused former Government surplus property, or residual inventory shall not be used unless the contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

(d) Offers to provide other than new material shall be submitted to the Contracting Officer for approval:

(7) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.

(8) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies.

(9) A proposal to provide residual inventory shall include the Government or commercial contract number of the terminated contract and the name of the original contractor.

(e) If the use of used, reconditioned, remanufactured items, unused former Government surplus property, or residual inventory are approved by the Contracting Officer, we may require you to meet specific marking, inspection, and testing requirements beyond those found in this solicitation. We will negotiate these additional requirements with you before award and put them in any resulting contract.

[End of Clause]

27            52.211-4049            PART NUMBERS NOT CURRENTLY APPROVED            NOV/1983  
                  (TACOM)

As specified elsewhere in this solicitation, part or all of the contract item to be procured hereunder is restricted to certain approved manufacturer's part numbers as set forth in the Schedule and/or the Technical Data Package. Any firm that produces an item which it believes to be equivalent to one of these approved part numbers is hereby encouraged to have such item tested and approved, so that the item will be eligible to be bought on future acquisitions. Please write to the attention of the buyer at the address indicated on the cover page of this solicitation and request a statement of the procedures by which items can be tested and approved for procurement. Such an enquiry should cite the applicable National Stock Number (NSN), the already approved part number, the part number of the item which the enquirer believes to be identical to our approved item, and a brief statement of the basis on which the new item is believed to be equivalent to our already approved item.

[End of Provision]

28            52.246-4026            LOCAL ADDRESS FOR DD FORM 250            MAR/2002  
                  (TACOM)

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- (a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:
- (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:
- DD250@tacom.army.mil
- (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:
- (586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.
- In either method, do not mix DD250s from more than one contract in a single transmmision. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.
- (b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.
- (c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://web1.whs.osd.mil/icdhome/DD-0999.htm>
- [End of Clause]

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| 29 | 52.247-4005<br>(TACOM) | SHIPMENT OF SUPPLIES AND DETENTION OF CARRIER'S EQUIPMENT | AUG/2003 |
|----|------------------------|---|----------|
- (a) Unless otherwise directed, shipment items under this contract in following order of priority:
- (1) Government Bill(s)/Commercial of Lading or US Postal Services;
- (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
- (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.
- (b) The Contractor will request:
- (1) Government Bills of Lading and
- (2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or
- (c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.
- [End of Clause]

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| 30 | 52.247-4016<br>(TACOM) | HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS | JUL/2002 |
|----|------------------------|--|----------|
- ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEBILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.
- [End of Clause]